

DEPARTMENT OF DESIGN AND CONSTRUCTION
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 11TH FLOOR
HONOLULU, HAWAII 96813
Phone: (808) 768-8480 • Fax: (808) 768-4567
Web site: www.honolulu.gov



KIRK CALDWELL
MAYOR

ROBERT J. KRONING, P.E.
DIRECTOR

MARK YONAMINE, P.E.
DEPUTY DIRECTOR

LA 16-178.KA

April 22, 2016

The Honorable Ernest Y. Martin
Chair and Presiding Officer
and Members
Honolulu City Council
530 South King Street, Room 202
Honolulu, Hawaii 96813

RECEIVED
CITY CLERK
C & C OF HONOLULU
2016 APR 25 PM 1:35

Dear Chair Martin and Councilmembers:

SUBJECT: Keola O Pokai Bay Subdivision

We request your consideration of the ensuing dedication documents conveying roadways and easements for public use in Waianae. All improvements have been constructed, completed and certified as meeting City requirements.

As to roadways, pursuant to Ordinance 10-20 of the Revised Ordinances of Honolulu, the roadways shall be deemed accepted for dedication by the City Council, without further action by the Council, 30 days from the receipt by the Council of this letter attesting to the fact the roadways have been laid out, improved and approved in conformity with ROH Section 22-3.9 and the subdivision regulations. Also, accompanying this letter is a map showing the roadways and easements to be dedicated and copies of the documents conveying the roadways and easements.

- (1) Deed conveying roadway Lot 127.

As to easements, Ordinance 10-20 does not affect easements, therefore, we recommend that the grant documents be approved and accepted by the Council of the City and County of Honolulu, effective as of the date of recordation at the Bureau of Conveyances.

- (1) Grant of Drain Easements D-3 and SD-1;
- (2) Grant of Flowage Easements F-1 and F-2;
- (3) Grant of Sewer Easement SD-1.

The Honorable Ernest Y. Martin
Chair and Presiding Officer
and Members
April 22, 2016
Page 2

Upon completion, please forward the documents to the Department of Design and Construction, Land Division, for further processing.

Respectfully,


Robert J. Kroning, P.E.
Director

Enclosures (19)

APPROVED:


Roy K. Amemiya, Jr.
Managing Director



Return by Mail () Pickup (X) To:
City and County of Honolulu
Division of Land Survey & Acquisition
Phone No. 768-8724

Tax Map Key No. (1) 8-6-027-126
Total No. of Pages: 4

DEDICATION DEED

THIS INDENTURE, made this 11th day of August, 2015, by **SELF-HELP HOUSING CORPORATION OF HAWAII**, a Hawaii non-profit corporation, whose business and post office address is 1427 Dillingham Boulevard, suite 305, Honolulu, Hawaii 96817, hereinafter called the "GRANTOR", to the **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawaii, whose business and post office address is Honolulu Hale, Honolulu, City and County of Honolulu, State of Hawaii, hereinafter called the "GRANTEE",

W I T N E S S E T H

That the Grantor, in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) to it paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, the property described in Exhibit "A" attached hereto and made a part hereof.

And the reversions, remainders, rents, issues and profits thereof, and all of the estate, right, title and interest of the Grantor both at law and in equity therein and thereto.

TO HAVE AND TO HOLD the same, together with all improvements, rights easements, privileges and appurtenances thereon and thereunto belonging or appertaining or held and enjoyed therewith, unto the Grantee, its successors and assigns, forever.

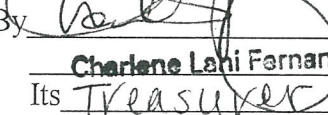
And for the consideration aforesaid, the Grantor does hereby for itself, its successors and assigns, covenant and agree with the Grantee, its successors and assigns, that the Grantor is seized in fee simple of the subject premises; that the same are free and clear of and from all encumbrances

Keola O Pokai Bay Subd
R/W Lot 127

made or suffered by the Grantor, except as set forth in said Exhibit A; that the Grantor has good right to sell and convey the same unto the Grantee, and that it will, and its successors shall, WARRANT AND DEFEND the same unto the Grantee, its successors and assigns, forever against the lawful claims and demands of all persons except as aforesaid.

IN WITNESS WHEREOF, the Grantor has executed these presents as of the day and year first above written.

**SELF-HELP HOUSING CORPORATION OF
HAWAII**

By  _____
Its **Charlene Lani Fernandez** _____
Treasurer _____

By _____
Its _____

“Grantor”

APPROVED AS TO FORM
AND LEGALITY


Deputy Corporation Counsel
MARILYN C. USHIJIMA

APPROVED AS TO CONTENTS

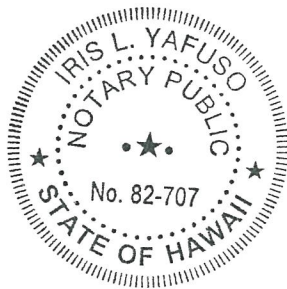

Department of Facility Maintenance

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)
) SS:
)

On this ____ day of AUG 11 2015, 20__, before me personally appeared ~~Charlene Lari Fernandez~~, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Signature: [Signature]

Print Name: IRIS L. YAFUSO

Notary Public, State of Hawaii

My commission expires: 10/9/2018

Document Identification or Description: DEDICATION DEED

Document Date: Undated at time of acknowledgment No. of Pages: 4

Name: IRIS L. YAFUSO

1st

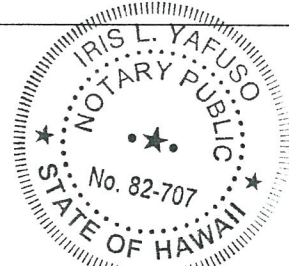
Circuit

Notary Signature [Signature]

AUG 11 2015

Date

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)



(Stamp or Seal)

EXHIBIT "A"

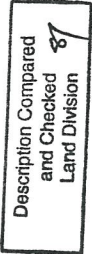
ALL OF THAT certain parcel of land situate at Lualualei, Waianae, Oahu, Hawaii, being LOT 127, of KEOLA O POKAI BAY, area 172,675 square feet, as shown on map filed in the Bureau of Conveyances of the State of Hawaii, as File Plan 2443.

BEING THE PREMISES ACQUIRED BY LIMITED WARRANTY DEED

GRANTOR : PRESIDIO OAHU LAND, LLC, a Delaware limited liability company
GRANTEE : SELF-HELP HOUSING CORPORATION OF HAWAII, a Hawaii nonprofit corporation
DATED : May 9, 2013
RECORDED : Document No. A-48780468

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. Restrictive covenants contained in Deed dated October 17, 1960, recorded in Liber 3939 at Page 95.



Return by Mail () Pickup (X) To:

City and County of Honolulu
Division of Land Survey & Acquisition
Phone No. 768-8724

Total Pages: 8

GRANT OF DRAIN EASEMENT

GRANTOR: **SELF-HELP HOUSING CORPORATION OF HAWAII**
1427 Dillingham Boulevard, Suite 305
Honolulu, Hawaii 96817

GRANTEE: **CITY AND COUNTY OF HONOLULU**
Honolulu Hale
City and County of Honolulu
Honolulu, Hawaii 96813

TMK No(s). (1) 8-6-027-093 and -094

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this 11 day of August, 2015, by and between SELF-HELP HOUSING CORPORATION OF HAWAII, a Hawaii nonprofit corporation, of Honolulu, City and County of Honolulu, State of Hawaii, hereinafter called the "Grantor", and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose principal place of business and post office address is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the "Grantee";

WITNESSETH:

That the Grantor, in consideration of the sum of ONE DOLLAR (\$1.00), to it paid by the Grantee, the receipt of which is hereby acknowledged, and of the covenants of the Grantor and Grantee as hereinafter contained, does hereby grant, bargain, sell and convey unto the Grantee, its successors or permitted assigns forever, an easement to construct, reconstruct, install, maintain, operate, repair and remove a drainage structure or structures, including necessary appurtenant equipment, as part of a drainage system, through, under and across the hereinafter described parcel(s) of land, hereinafter referred to as the "easement areas";

TOGETHER with the right of ingress to and egress from said easement areas over the land of the Grantor, adjacent thereto, for all purposes in connection with this grant of easement(s), and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from the said easement areas, such drainage pipeline(s), manholes and other equipment as the Grantee shall deem necessary or expedient for the proper maintenance, operation, or repair of said drainage system.

The parties hereto do further mutually covenant and agree as follows:

That the Grantor shall not at any time during the term of this indenture erect or place any building foundation of any kind below the surface of the easement areas or at any time erect or place any building or structure of any kind, other than walls, fences, roads, walks, curbs or appurtenances thereof, or stockpile any material above or on the surface of the easement areas, unless said building, structure, building foundation, or stockpile, shall be first approved by the City and County of Honolulu by its Department of Facility Maintenance and unless the same shall not interfere with the Grantee's use of the easement areas for construction, reconstruction, installation, maintenance, operation, repair and removal of, or access to said drainage system and easement areas; provided, however, that this provision shall not prohibit the Grantor from planting or maintaining grass, shrubs and similar plants within said easement areas, or from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, conduits or drains below the surface of the said easement areas insofar as such uses do not interfere with the exercise by the Grantee of the rights herein granted;

That in the event it is necessary or convenient for the Grantee to destroy, remove or alter any building, structure or building foundation, within the easement areas, in order to construct, reconstruct, install, maintain, operate, repair or remove its drainage system or any appurtenant equipment therein, the Grantee, except as otherwise herein provided, shall not be liable for the

replacement or restoration of the same; it being the intention of the parties hereto that any loss sustained by reason thereof shall fall upon the Grantor;

That after the completion of any construction, reconstruction, installation, maintenance, operation, repair or removal work by the Grantee, the Grantee shall restore the surface of the ground within the easement areas to its original condition to the extent that such restoration is reasonably possible;

That the Grantee shall not assign any right herein granted or otherwise given, except to a successor or permitted assigns, without the written consent of the Grantor;

That any drainage structure or structures, manholes or other appurtenant equipment constructed, reconstructed or installed within the easement areas and maintained, operated or repaired by the Grantee shall be and remain the property of the Grantee;

That in the event the Grantee shall at any time completely remove its drainage structure or structures from any parcel(s) of land comprising the easement areas and shall, for a period of two (2) or more consecutive years, fail to reinstall any drainage structure, through, under or across said parcel(s) of land, or shall for a like period cease to maintain or operate a drainage system through, under or across any parcel(s) of land comprising the easement areas, then the rights herein granted and the obligations herein imposed shall thereupon terminate, as to such parcel(s) of land, without any action on the part of the Grantor or Grantee, save and except that nothing herein contained shall be deemed to be an abandonment of said rights and obligations insofar as they affect other parcels of land within said easement areas which have not been abandoned; provided, however, that nothing herein shall require the Grantee to remove therefrom, upon such abandonment, any structure or equipment constructed or placed within the easement areas or to do any work therein.

That when more than one person is involved in the grant of this indenture and the covenants herein contained, the terms "Grantor" and "Grantee" in the singular shall include the plural;

That the term "Grantor" wherever used herein shall be held to mean and include the Grantor, its successors and assigns, and that the term "Grantee" wherever used herein shall be held to mean the City and County of Honolulu and its successors or permitted assigns and that this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their said respective successors and assigns;

That the parcels of land herein referred to as the "easement areas" are more particularly described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same, unto the Grantee, its successors and assigns, forever, for the uses and purposes aforesaid.

THIS INSTRUMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in

making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

**SELF-HELP HOUSING CORPORATION OF
HAWAII**

By 

Charlene Lani Fernandez
Its Treasurer _____

By _____

Its _____

CITY AND COUNTY OF HONOLULU

By _____
KIRK CALDWELL, Mayor

APPROVED AS TO CONTENTS



Department of Facility Maintenance

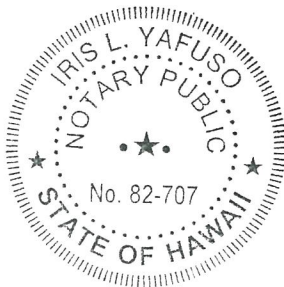
APPROVED AS TO FORM
AND LEGALITY



Deputy Corporation Counsel
MARILYN C. USHIJIMA

STATE OF HAWAII)
) SS:
CITY AND COUNTY OF HONOLULU)

On this _____ day of AUG 11 2015, 20__, before me personally appeared Charlene Lani Fernandez, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Signature: [Signature]
Print Name: IRIS L. YAFUSO
Notary Public, State of Hawaii
My commission expires: 10/9/2018

Document Identification or Description: GRANT OF DRAIN EASEMENT

Document Date: Undated at time of acknowledgment No. of Pages: 8

Name: IRIS L. YAFUSO 1st Circuit

Notary Signature [Signature] Date AUG 11 2015

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)



STATE OF HAWAII)
) SS:
CITY AND COUNTY OF HONOLULU)

On this ____ day of _____, 20__, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Signature: _____

Print Name: _____

Notary Public, State of Hawaii

My commission expires: _____

Document Identification or Description: _____ GRANT OF DRAIN EASEMENT _____

Document Date: Undated at time of acknowledgment No. of Pages: _____

Name: _____ Circuit

Notary Signature

Date

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

(Stamp or Seal)

EXHIBIT "A"

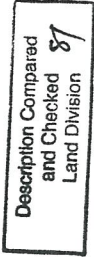
All of that certain parcel of land situate at Lualualei, Waianae, Oahu, Hawaii, being EASEMENT D-3, area 1,414 square feet, for drainage purposes, affecting Lots 93 and 94 of KEOLA O POKAI BAY, as shown on map filed in the Bureau of Conveyances of the State of Hawaii, as File Plan 2443.

BEING A PORTION OF THE PREMISES ACQUIRED BY DEED

GRANTOR : PRESIDIO OAHU LAND, LLC, a Delaware limited liability company
GRANTEE : SELF-HELP HOUSING CORPORATION OF HAWAII, a Hawaii nonprofit corporation
DATED : May 9, 2013
RECORDED : Document No. A-48780462

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. Restrictive covenants contained in Deed dated October 17, 1960, recorded in Liber 3939 at Page 95.



Return by Mail () Pickup (X) To:

City and County of Honolulu
Division of Land Survey & Acquisition
Phone No. 768-8724

Total Pages: 8

GRANT OF DRAIN EASEMENT

GRANTOR: **SELF-HELP HOUSING CORPORATION OF HAWAII**
1427 Dillingham Boulevard, Suite 305
Honolulu, Hawaii 96817

GRANTEE: **CITY AND COUNTY OF HONOLULU**
Honolulu Hale
City and County of Honolulu
Honolulu, Hawaii 96813

TMK No(s). (1) 8-6-027-092 and -093

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this 11 day of August, 2015, by and between SELF-HELP HOUSING CORPORATION OF HAWAII, a Hawaii nonprofit corporation, of Honolulu, City and County of Honolulu, State of Hawaii, hereinafter called the "Grantor", and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose principal place of business and post office address is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the "Grantee";

WITNESSETH:

That the Grantor, in consideration of the sum of ONE DOLLAR (\$1.00), to it paid by the Grantee, the receipt of which is hereby acknowledged, and of the covenants of the Grantor and Grantee as hereinafter contained, does hereby grant, bargain, sell and convey unto the Grantee, its successors or permitted assigns forever, an easement to construct, reconstruct, install, maintain, operate, repair and remove a drainage structure or structures, including necessary appurtenant equipment, as part of a drainage system, through, under and across the hereinafter described parcel(s) of land, hereinafter referred to as the "easement areas";

TOGETHER with the right of ingress to and egress from said easement areas over the land of the Grantor, adjacent thereto, for all purposes in connection with this grant of easement(s), and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from the said easement areas, such drainage pipeline(s), manholes and other equipment as the Grantee shall deem necessary or expedient for the proper maintenance, operation, or repair of said drainage system.

The parties hereto do further mutually covenant and agree as follows:

That the Grantor shall not at any time during the term of this indenture erect or place any building foundation of any kind below the surface of the easement areas or at any time erect or place any building or structure of any kind, other than walls, fences, roads, walks, curbs or appurtenances thereof, or stockpile any material above or on the surface of the easement areas, unless said building, structure, building foundation, or stockpile, shall be first approved by the City and County of Honolulu by its Department of Facility Maintenance and unless the same shall not interfere with the Grantee's use of the easement areas for construction, reconstruction, installation, maintenance, operation, repair and removal of, or access to said drainage system and easement areas; provided, however, that this provision shall not prohibit the Grantor from planting or maintaining grass, shrubs and similar plants within said easement areas, or from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, conduits or drains below the surface of the said easement areas insofar as such uses do not interfere with the exercise by the Grantee of the rights herein granted;

That in the event it is necessary or convenient for the Grantee to destroy, remove or alter any building, structure or building foundation, within the easement areas, in order to construct, reconstruct, install, maintain, operate, repair or remove its drainage system or any appurtenant equipment therein, the Grantee, except as otherwise herein provided, shall not be liable for the

replacement or restoration of the same; it being the intention of the parties hereto that any loss sustained by reason thereof shall fall upon the Grantor;

That after the completion of any construction, reconstruction, installation, maintenance, operation, repair or removal work by the Grantee, the Grantee shall restore the surface of the ground within the easement areas to its original condition to the extent that such restoration is reasonably possible;

That the Grantee shall not assign any right herein granted or otherwise given, except to a successor or permitted assigns, without the written consent of the Grantor;

That any drainage structure or structures, manholes or other appurtenant equipment constructed, reconstructed or installed within the easement areas and maintained, operated or repaired by the Grantee shall be and remain the property of the Grantee;

That in the event the Grantee shall at any time completely remove its drainage structure or structures from any parcel(s) of land comprising the easement areas and shall, for a period of two (2) or more consecutive years, fail to reinstall any drainage structure, through, under or across said parcel(s) of land, or shall for a like period cease to maintain or operate a drainage system through, under or across any parcel(s) of land comprising the easement areas, then the rights herein granted and the obligations herein imposed shall thereupon terminate, as to such parcel(s) of land, without any action on the part of the Grantor or Grantee, save and except that nothing herein contained shall be deemed to be an abandonment of said rights and obligations insofar as they affect other parcels of land within said easement areas which have not been abandoned; provided, however, that nothing herein shall require the Grantee to remove therefrom, upon such abandonment, any structure or equipment constructed or placed within the easement areas or to do any work therein.

That when more than one person is involved in the grant of this indenture and the covenants herein contained, the terms "Grantor" and "Grantee" in the singular shall include the plural;

That the term "Grantor" wherever used herein shall be held to mean and include the Grantor, its successors and assigns, and that the term "Grantee" wherever used herein shall be held to mean the City and County of Honolulu and its successors or permitted assigns and that this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their said respective successors and assigns;

That the parcels of land herein referred to as the "easement areas" are more particularly described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same, unto the Grantee, its successors and assigns, forever, for the uses and purposes aforesaid.

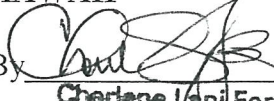
THIS INSTRUMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in

making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

**SELF-HELP HOUSING CORPORATION OF
HAWAII**

By 
Charlene Lani Fernandez
Its Treasurer

By _____
Its _____

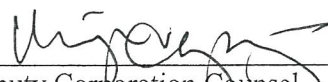
CITY AND COUNTY OF HONOLULU

By _____
KIRK CALDWELL, Mayor

APPROVED AS TO CONTENTS

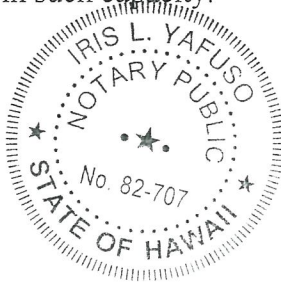

Department of Facility Maintenance

APPROVED AS TO FORM
AND LEGALITY


Deputy Corporation Counsel
MARILYN C. UCHIYAMA

STATE OF HAWAII)
) SS:
CITY AND COUNTY OF HONOLULU)


On this ____ day of AUG 11 2015, 20__, before me personally appeared ~~Andrea Lani Fernandez~~, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Signature: *Iris L. Yafuso*
Print Name: IRIS L. YAFUSO
Notary Public, State of Hawaii

My commission expires: 10/9/2018

Document Identification or Description: <u>GRANT OF DRAIN EASEMENT</u>	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>8</u>	
Name: <u>IRIS L. YAFUSO</u>	<u>1st</u> Circuit
Notary Signature: <u><i>Iris L. Yafuso</i></u>	<u>AUG 11 2015</u> Date
<u>NOTARY CERTIFICATE</u> (Hawaii Administrative Rules §5-11-8)	



(Stamp or Seal)

STATE OF HAWAII)
) SS:
CITY AND COUNTY OF HONOLULU)

On this ____ day of _____, 20__, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Signature: _____

Print Name: _____

Notary Public, State of Hawaii

My commission expires: _____

Document Identification or Description: _____ GRANT OF DRAIN EASEMENT

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Name: _____ Circuit

Notary Signature _____ Date

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

(Stamp or Seal)

EXHIBIT "A"

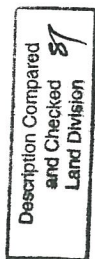
ALL OF THAT certain parcel of land situate at Lualualei, Waianae, Oahu, Hawaii, being EASEMENT SD-1, area 2,857 square feet, for drainage and sewer purposes, affecting Lots 92 and 93 of KEOLA O POKAI BAY, as shown on map filed in the Bureau of Conveyances of the State of Hawaii, as File Plan 2443.

BEING A PORTION OF THE PREMISES ACQUIRED BY DEEDS

GRANTOR : PRESIDIO OAHU LAND, LLC, a Delaware limited liability company
GRANTEE : SELF-HELP HOUSING CORPORATION OF HAWAII, a Hawaii nonprofit corporation
DATED : May 9, 2013
RECORDED : Document Nos. A-48780461 and A-48780462

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. Restrictive covenants contained in Deed dated October 17, 1960, recorded in Liber 3939 at Page 95.



Return by Mail () Pickup (X) To:

City and County of Honolulu
Division of Land Survey & Acquisition
Phone No. 527-5076

Total Pages: 7

GRANT OF FLOWAGE EASEMENT

GRANTOR: **SELF-HELP HOUSING CORPORATION OF HAWAII**
1427 Dillingham Boulevard, Suite 305
Honolulu, Hawaii 96817

GRANTEE: **CITY AND COUNTY OF HONOLULU**
Honolulu Hale
City and County of Honolulu
Honolulu, Hawaii 96813

TMK No(s). (1) 8-6-027-091

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this 11 day of August, 2015, by and between SELF-HELP HOUSING CORPORATION OF HAWAII, a Hawaii nonprofit corporation, of Honolulu, City and County of Honolulu, State of Hawaii, hereinafter called the "Grantor", and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose principal place of business and post office address is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the "Grantee";

WITNESSETH:

WHEREAS, the Grantor has submitted documents to Grantee conveying certain drainage easements for the drainage of storm and surface waters from that certain tract of land sometimes referred to as Keola O Pokai Bay subdivision; and

WHEREAS, storm and surface waters from said drainage easements will be discharged upon certain lands owned by Grantor and more particularly described hereinafter; and

WHEREAS, the Grantee will not accept the easements for said subdivision of the Grantor unless and until a flowage easement over said land of Grantor has been conveyed to the Grantee; and

WHEREAS, Grantor is agreeable to the conveyance of said flowage easement;

NOW THEREFORE, in consideration of the foregoing and in consideration of the sum of ONE DOLLAR (\$1.00), paid to the Grantor, the receipt of which is hereby acknowledged, Grantor hereby grants to the Grantee, its successors and assigns, the flowage easement described in Exhibit "A" attached hereto and made a part hereof;

EXCEPTING AND RESERVING, HOWEVER, unto the Grantor and its successors and assigns, the right to control, direct and contain within said easement area in any manner whatsoever the flowage of such waters from said drainage easements.

AND the parties hereto agree as follows:

1. That except for the right to control, direct and contain the flowage of said storm and surface waters as hereinabove expressly reserved by the Grantor, Grantor shall not obstruct the flowage of such waters discharged from said drainage easements and Grantor shall keep and maintain said easement area free and clear of any structures, plantings, and debris which might divert, retard or obstruct the free flowage of said storm and surface waters.

2. That it is expressly understood by the parties hereto that in the event said easement area is developed and subdivided and other means for the disposal of all waters from said Keola O Pokai Bay subdivision are provided thereby making the easement hereby granted no longer necessary, then in such event upon the approval by the City and County of Honolulu by its Department of Facility Maintenance, of such other means of drainage, the easement hereby

granted shall automatically be terminated and cancelled without further action on the part of any of the parties hereto; provided, that the Grantee will execute any instrument necessary to cancel this grant of easement of record.


3. That the Grantor, and its successors and assigns shall make no claim against the Grantee for any damage to said easement area or improvements thereon resulting from the discharge of waters over and across said easement area as aforesaid.

4. That this instrument may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

**SELF-HELP HOUSING CORPORATION OF
HAWAII**

By  _____
Charlene Lani Fernandez
Its TREASURER _____

By _____
Its _____

CITY AND COUNTY OF HONOLULU

By _____
KIRK CALDWELL, Mayor

APPROVED AS TO CONTENTS



Department of Facility Maintenance

APPROVED AS TO FORM
AND LEGALITY



Deputy Corporation Counsel
MARILYN C. USHIJIMA

STATE OF HAWAII)
) SS:
CITY AND COUNTY OF HONOLULU)

On this ____ day of AUG 11 2015, 20__, before me personally appeared Charlene Lani Fernandez, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Signature: [Signature]
Print Name: IRIS L. YAFUSO
Notary Public, State of Hawaii

My commission expires: 10/9/2018

Document Identification or Description: GRANT OF FLOWAGE EASEMENT

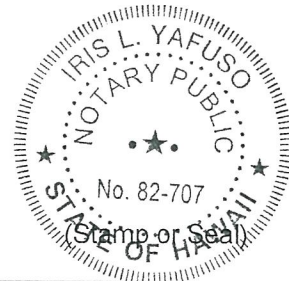
Document Date: Undated at time of acknowledgment No. of Pages: 7

Name: IRIS L. YAFUSO 1st Circuit

Notary Signature

AUG 11 2015

Date



NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

STATE OF HAWAII)
) SS:
CITY AND COUNTY OF HONOLULU)

On this ____ day of _____, 20__, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Signature: _____

Print Name: _____

Notary Public, State of Hawaii

My commission expires: _____

Document Identification or Description: GRANT OF FLOWAGE EASEMENT

Document Date: Undated at time of acknowledgment No. of Pages: ____

Name: _____ Circuit

Notary Signature _____ Date _____

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

(Stamp or Seal)

EXHIBIT "A"

All of that certain parcel of land situate at Lualualei, Waianae, Oahu, Hawaii, being EASEMENT F-1, area 1,233 square feet, for flowage purposes, affecting Lot 91 of KEOLA O POKAI BAY, as shown on map filed in the Bureau of Conveyances of the State of Hawaii, as File Plan 2443.

BEING A PORTION OF THE PREMISES ACQUIRED BY DEED

GRANTOR : PRESIDIO OAHU LAND, LLC, a Delaware limited liability company
GRANTEE : SELF-HELP HOUSING CORPORATION OF HAWAII, a Hawaii nonprofit corporation
DATED : May 9, 2013
RECORDED : Document No. A-48780461

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. Restrictive covenants contained in Deed dated October 17, 1960, recorded in Liber 3939 at Page 95.
3. Easement "E-12" for electrical purposes, as shown on File Plan No. 2443.
4. Grant to Hawaiian Electric Company, Inc., and Hawaiian Telcom, Inc., dated October 18, 2007, recorded in the Bureau as Document No. 2007-185807, granting an easement for utility purposes over, under, upon, across and through Easement "E-12".



Return by Mail () Pickup (X) To:

City and County of Honolulu
Division of Land Survey & Acquisition
Phone No. 527-5076

Total Pages: 7

GRANT OF FLOWAGE EASEMENT

GRANTOR: **SELF-HELP HOUSING CORPORATION OF HAWAII**
1427 Dillingham Boulevard, Suite 305
Honolulu, Hawaii 96817

GRANTEE: **CITY AND COUNTY OF HONOLULU**
Honolulu Hale
City and County of Honolulu
Honolulu, Hawaii 96813

TMK No(s). (1) 8-6-027-091 & -92

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this 11 day of August, 2015 by and between SELF-HELP HOUSING CORPORATION OF HAWAII, a Hawaii nonprofit corporation, of Honolulu, City and County of Honolulu, State of Hawaii, hereinafter called the "Grantor", and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose principal place of business and post office address is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the "Grantee";

WITNESSETH:

WHEREAS, the Grantor has submitted documents to Grantee conveying certain drainage easements for the drainage of storm and surface waters from that certain tract of land sometimes referred to as Keola O Pokai Bay subdivision; and

WHEREAS, storm and surface waters from said drainage easements will be discharged upon certain lands owned by Grantor and more particularly described hereinafter; and

WHEREAS, the Grantee will not accept the easements for said subdivision of the Grantor unless and until a flowage easement over said land of Grantor has been conveyed to the Grantee; and

WHEREAS, Grantor is agreeable to the conveyance of said flowage easement;

NOW THEREFORE, in consideration of the foregoing and in consideration of the sum of ONE DOLLAR (\$1.00), paid to the Grantor, the receipt of which is hereby acknowledged, Grantor hereby grants to the Grantee, its successors and assigns, the flowage easement described in Exhibit "A" attached hereto and made a part hereof;

EXCEPTING AND RESERVING, HOWEVER, unto the Grantor and its successors and assigns, the right to control, direct and contain within said easement area in any manner whatsoever the flowage of such waters from said drainage easements.

AND the parties hereto agree as follows:

1. That except for the right to control, direct and contain the flowage of said storm and surface waters as hereinabove expressly reserved by the Grantor, Grantor shall not obstruct the flowage of such waters discharged from said drainage easements and Grantor shall keep and maintain said easement area free and clear of any structures, plantings, and debris which might divert, retard or obstruct the free flowage of said storm and surface waters.

2. That it is expressly understood by the parties hereto that in the event said easement area is developed and subdivided and other means for the disposal of all waters from said Keola O Pokai Bay subdivision are provided thereby making the easement hereby granted no longer necessary, then in such event upon the approval by the City and County of Honolulu by its Department of Facility Maintenance, of such other means of drainage, the easement hereby

granted shall automatically be terminated and cancelled without further action on the part of any of the parties hereto; provided, that the Grantee will execute any instrument necessary to cancel this grant of easement of record.


3. That the Grantor, and its successors and assigns shall make no claim against the Grantee for any damage to said easement area or improvements thereon resulting from the discharge of waters over and across said easement area as aforesaid.

4. That this instrument may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

**SELF-HELP HOUSING CORPORATION OF
HAWAII**

By 

Charlene Lani Fernandez
Its Treasurer_____

By _____

Its _____

CITY AND COUNTY OF HONOLULU

By _____
KIRK CALDWELL, Mayor

APPROVED AS TO CONTENTS



Department of Facility Maintenance 

APPROVED AS TO FORM
AND LEGALITY



Deputy Corporation Counsel
MARILYN C. USHIJIMA

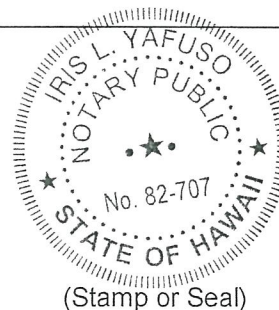
STATE OF HAWAII)
) SS:
CITY AND COUNTY OF HONOLULU)

On this ____ day of AUG 11 2015, 20__, before me personally appeared Charlene Lani Fernandez, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Signature: [Signature]
Print Name: IRIS L. YAFUSO
Notary Public, State of Hawaii
My commission expires: 10/9/2018

Document Identification or Description: <u>GRANT OF FLOWAGE EASEMENT</u>	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>7</u>	
Name: <u>IRIS L. YAFUSO</u>	<u>1st</u> Circuit
Notary Signature: <u>[Signature]</u>	Date: <u>AUG 11 2015</u>
<u>NOTARY CERTIFICATE</u> (Hawaii Administrative Rules §5-11-8)	



STATE OF HAWAII)
) SS:
CITY AND COUNTY OF HONOLULU)

On this ____ day of _____, 20__, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Signature: _____

Print Name: _____

Notary Public, State of Hawaii

My commission expires: _____

Document Identification or Description: _____ GRANT OF FLOWAGE EASEMENT

Document Date: Undated at time of acknowledgment No. of Pages: _____

Name: _____ Circuit _____

Notary Signature _____

Date _____

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

(Stamp or Seal)

EXHIBIT "A"

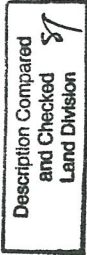
All OF THAT certain parcel of land situate at Lualualei, Waianae, Oahu, Hawaii, being EASEMENT F-2, area 821 square feet, for flowage purposes, affecting Lots 91 and 92 of KEOLA O POKAI BAY, as shown on map filed in the Bureau of Conveyances of the State of Hawaii as File Plan 2443.

BEING A PORTION OF THE PREMISES ACQUIRED BY DEED

GRANTOR : PRESIDIO OAHU LAND, LLC, a Delaware limited liability company
GRANTEE : SELF-HELP HOUSING CORPORATION OF HAWAII, a Hawaii nonprofit corporation
DATED : May 9, 2013
RECORDED : Document No. A-48780461

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. Restrictive covenants contained in Deed dated October 17, 1960, recorded in Liber 3939 at Page 95.
3. Easement "126" for open ditch purposes, as shown on File Plan No. 2113.
4. Easement "E-12" for electrical purposes, as shown on File Plan No. 2443.
5. Grant to Hawaiian Electric Company, Inc., and Hawaiian Telcom, Inc., dated October 18, 2007, recorded in the Bureau as Document No. 2007-185807, granting an easement for utility purposes over, under, upon, across and through Easement "E-12".
6. Easement "124" for drainage and sanitary sewer purposes, as shown on File Plan No. 2113.
7. Grant to the City and County of Honolulu dated July 30, 1996, recorded in the Bureau as Document No. 96-117335, granting an easement over easement "124".



Return by Mail () Pickup (X) To:

City and County of Honolulu
Division of Land Survey & Acquisition
Phone No. 768-8724

Total Pages: 8

GRANT OF SEWER EASEMENT

GRANTOR: **SELF-HELP HOUSING CORPORATION OF HAWAII**
1427 Dillingham Boulevard, Suite 305
Honolulu, Hawaii 96817

GRANTEE: **CITY AND COUNTY OF HONOLULU**
Honolulu Hale
City and County of Honolulu
Honolulu, Hawaii 96813

TMK No(s). (1) 8-6-027-092 and -093

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this 11 day of August, 2015, by and between SELF-HELP HOUSING CORPORATION OF HAWAII, a Hawaii nonprofit corporation, of Honolulu, City and County of Honolulu, State of Hawaii, hereinafter called the "Grantor", and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose principal place of business and post office address is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the "Grantee";

WITNESSETH:

That the Grantor, in consideration of the sum of ONE DOLLAR (\$1.00), to it paid by the Grantee, the receipt of which is hereby acknowledged, and of the covenants of the Grantor and Grantee as hereinafter contained, does hereby grant, bargain, sell and convey unto the Grantee, its successors or permitted assigns forever, an easement to construct, reconstruct, install maintain, operate, repair and remove an underground sewer pipeline(s) with manholes and other appurtenant equipment, as part of a sewer system, through, under and across the hereinafter described parcel(s) of land, hereinafter referred to as the "easement area(s)";

TOGETHER with the right of ingress to and egress from said easement area(s) over the land of the Grantor, adjacent thereto, for all purposes in connection with this grant of easement(s), and together also with the right to construct, reconstruct, install; maintain, operate, repair and remove from the said easement area(s), such sewer pipeline(s), manholes and other equipment as the Grantee shall deem necessary or expedient for the proper maintenance, operation, or repair of said sewer system.

The parties hereto do further mutually covenant and agree as follows:

That the Grantor shall not at any time during the term of this indenture erect or place any building foundation of any kind below the surface of the easement area(s) or at any time erect or place any building or structure of any kind, other than fences, roads, walks, curbs or appurtenances thereof, or stockpile any material above or on the surface of the easement area(s), unless said building, structure, building foundation, or stockpile, shall be first approved by the City and County of Honolulu by its Department of Environmental Services and unless the same shall not interfere with the Grantee's use of the easement area(s) for construction, reconstruction, installation, maintenance, operation, repair and removal of, or access to said sewer system and easement area(s); provided, however, that this provision shall not prohibit the Grantor from planting or maintaining grass and ground cover within said easement area(s), or from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, conduits or drains below the surface of the said easement area(s) insofar as such uses do not interfere with the exercise by the Grantee of the rights herein granted;

That in the event it is necessary or convenient for the Grantee to destroy, remove or alter any building, structure or building foundation, within the easement area(s), in order to construct,

reconstruct, install, maintain, operate, repair or remove its sewer system or any appurtenant equipment therein, the Grantee, except as otherwise herein provided, shall not be liable for the replacement or restoration of the same; it being the intention of the parties hereto that any loss sustained by reason thereof shall fall upon the Grantor;

That after the completion of any construction, reconstruction, installation, maintenance, operation, repair or removal work by the Grantee, the Grantee shall restore the surface of the ground within the easement area(s) to its original condition to the extent that such restoration is reasonably possible;

That the Grantee shall not assign any right herein granted or otherwise given, except to a successor or permitted assigns, without the written consent of the Grantor;

That any sewer pipeline(s), manholes or other appurtenant equipment constructed, reconstructed or installed within the easement area(s) and maintained, operated or repaired by the Grantee shall be and remain the property of the Grantee;

That in the event the Grantee shall at any time completely remove its sewer pipeline(s) from any parcel(s) of land comprising the easement area(s) and shall, for a period of two (2) or more consecutive years, fail to reinstall any sewer pipeline(s) through, under or across said parcel(s) of land, or shall for a like period cease to maintain or operate a sewer system through, under or across any parcel(s) of land comprising the easement area(s), then the rights herein granted and the obligations herein imposed shall thereupon terminate, as to such parcel(s) of land, without any action on the part of the Grantor or Grantee, save and except that nothing herein contained shall be deemed to be an abandonment of said rights and obligations insofar as they affect other parcels of land within said easement area(s) which have not been abandoned; provided, however that nothing herein shall require the Grantee to remove therefrom, upon such abandonment, any structure or equipment constructed or placed within the easement area(s) or to do any work therein;

That when more than one person is involved in the grant of this indenture and the covenants herein contained, the terms "Grantor" and "Grantee" in the singular shall include the plural;

That the term "Grantor" wherever used herein shall be held to mean and include the Grantor, its successors and assigns, and that the term "Grantee" wherever used herein shall be held to mean the City and County of Honolulu and its successors or permitted assigns and that this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their said respective successors and assigns;

That the parcel(s) of land herein referred to as the "easement area(s)" are more particularly described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same, unto the Grantee, its successors and assigns, forever, for the uses and purposes aforesaid.

THIS INSTRUMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

**SELF-HELP HOUSING CORPORATION OF
HAWAII**

By 

Charlene Lani Fernandez
Its Treasurer _____

By _____

Its _____

CITY AND COUNTY OF HONOLULU

By _____
KIRK CALDWELL, Mayor

APPROVED AS TO CONTENTS



Department of Environmental Services

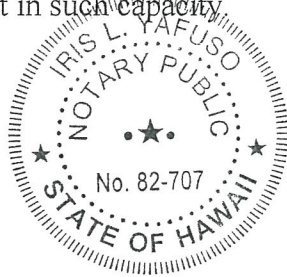
APPROVED AS TO FORM
AND LEGALITY



Deputy Corporation Counsel
MARILYN C. USHIJIMA

STATE OF HAWAII)
) SS:
CITY AND COUNTY OF HONOLULU)

On this ____ day of AUG 11 2015, 20__, before me personally appeared Charlene Lani Fernandez, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Signature: [Signature]
Print Name: IRIS L. YAFUSO
Notary Public, State of Hawaii

My commission expires: 10/9/2018

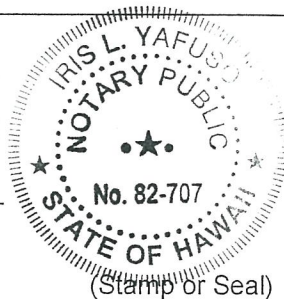
Document Identification or Description: GRANT OF SEWER EASEMENT

Document Date: Undated at time of acknowledgment No. of Pages: 8

Name: IRIS L. YAFUSO 1st Circuit

Notary Signature: [Signature] Date: AUG 11 2015

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)



STATE OF HAWAII)
) SS:
CITY AND COUNTY OF HONOLULU)

On this ____ day of _____, 20__, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Signature: _____

Print Name: _____

Notary Public, State of Hawaii

My commission expires: _____

Document Identification or Description: _____ GRANT OF SEWER EASEMENT

Document Date: Undated at time of acknowledgment No. of Pages: _____

Name: _____ Circuit

Notary Signature _____ Date

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

(Stamp or Seal)

EXHIBIT "A"

ALL OF THAT certain parcel of land situate at Lualualei, Waianae, Oahu, Hawaii, being EASEMENT SD-1, area 2,857 square feet, for drainage and sewer purposes, affecting Lots 92 and 93 of KEOLA O POKAI BAY, as shown on map filed in the Bureau of Conveyances of the State of Hawaii, as File Plan 2443.

BEING A PORTION OF THE PREMISES ACQUIRED BY DEEDS

GRANTOR : PRESIDIO OAHU LAND, LLC, a Delaware limited liability company
GRANTEE : SELF-HELP HOUSING CORPORATION OF HAWAII, a Hawaii nonprofit corporation
DATED : May 9, 2013
RECORDED : Document Nos. A-48780461 and A-48780462

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. Restrictive covenants contained in Deed dated October 17, 1960, recorded in Liber 3939 at Page 95.

